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the ambulance driver of the defendant, a charitable corporation, the plaintiff was run over and injured. *Held*, that the defendant is liable in damages. *Kellogg v. Church Charity Foundation*, 112 N. Y. Supp. 566.

It is generally stated as a rule of law that a charitable corporation is not liable for the torts of its agents unless there has been negligence in their selection. *McDonald v. Mass. Gen. Hospital*, 120 Mass. 432. In nearly all the cases, however, the so-called agents were physicians or nurses over whom the institution had no real control. In such cases the doctrine of *respondet superior* does not apply; hence the exemption of the corporation is easily explained. *Union Pac. Ry. Co. v. Artist*, 60 Fed. 365. Even where the relation of master and servant exists it might be that no beneficiary of a charity should be permitted to complain of negligence in its administration, and at least one case has so held. *Powers v. Mass. Homeopathic Hospital*, 101 Fed. 896. But this ground of non-liability cannot prevail against strangers. *Bruce v. Central M. E. Church*, 147 Mich. 230. The court in refusing to exempt a charitable corporation for the tort of its servant against a stranger is distinctly logical. And since the liability is incurred in fulfilling the purposes of the trust, it cannot be objected that there is a diversion of the trust funds. *Glavin v. R. I. Hospital*, 12 R. I. 411. A recent case denying liability may be distinguished on the ground that in it the servant of the institution was performing a government function. *Noble v. Hahneman Hospital of Rochester*, 112 N. Y. App. Div. 663.

DAMAGES — MEASURE OF DAMAGES — PRIMA FACIE RULE IN ADVERTISING CONTRACT. — The defendant agreed to pay a certain sum for the publication of an advertisement in the plaintiff's periodical for one year. After the plaintiff had prepared the advertisement for printing, the defendant repudiated the contract. *Held*, that the contract price is the measure of damages, unless the defendant shows the amount that should be deducted by reason of the repudiation. *Ware Bros. Co. v. Cortland Cart & Carriage Co.*, 192 N. Y. 439.

The object of damages for breach of contract is to place the plaintiff in a situation as good as if the contract had been performed. See *Robinson v. Harman*, 1 Exch. 850. Accordingly, when performance by the plaintiff would involve outlay or expense, he recovers merely the difference between the contract price and the estimated cost of performance. *Singleton v. Wilson*, 85 Tenn. 344. And if performance would ordinarily cause expense, there should be no presumption that the contract price is the measure of damages. But if performance would not ordinarily cause expense, the contract price is *prima facie* the measure of damages, and the burden is on the defendant to show any reduction. Contracts for personal service belong to the latter class. *Howard v. Daly*, 61 N. Y. 362; *Pond v. Wyman*, 15 Mo. 175. The class also includes contracts where performance would originally have involved expense, but where the expense has already been incurred, so that completion of performance requires no further expenditure. *Wood v. Schettler*, 23 Wis. 501. In the principal case, whether the expense of performance is regarded as so small as to be negligible, or as already incurred by preparations for printing, the contract price is *prima facie* the measure of damages. *Peck & Co. v. Kansas City, etc., Co.*, 96 Mo. App. 212.

DOMICILE — PERSONS UNDER DISABILITY. — A guardian was appointed over X's person and property because of insanity. X, with his guardian's consent, removed to another state, where he took up his residence, *animus manendi*. *Held*, that X is domiciled in that state. *In re Kingsley*, 160 Fed. 275 (Dist Ct., Vt.). See NOTES, p. 220.

ELECTIONS — DISFRANCHISEMENT: EFFECT OF SENTENCE SUSPENDED. — The New York Constitution provides that a person convicted of an infamous crime shall be disfranchised. A was found guilty of burglary, but sentence was suspended. *Held*, that he is not disfranchised. *People v. Fabian*, 192 N. Y. 444.

Where a conviction involves, as a consequence, disabilities, disqualification, or forfeitures, courts will, as a rule, enlarge the ordinary meaning of the word "con-